

**AGREEMENT BETWEEN  
CITY OF SUNNYVALE AND SUNNYVALE AMERICAN YOUTH SOCCER  
ORGANIZATION AND SUNNYVALE ALLIANCE SOCCER CLUB**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and non-profit organizations Sunnyvale American Youth Soccer Organization and Sunnyvale Alliance Soccer Club ("LEAGUES").

WHEREAS the CITY desires to support independent organizations providing services beneficial to the Community; and

WHEREAS the LEAGUES wish to provide non-profit services to Sunnyvale youth not otherwise offered or duplicated by the City of Sunnyvale; and

WHEREAS the LEAGUES wish to use various sports fields and facilities maintained by the CITY for that purpose on a priority basis; and at a cost reduced from that dictated by established CITY facility rental rates, and;

NOW THEREFORE, in accordance with the CITY's Relationships with Outside Groups Policy, the CITY and the LEAGUES enter into this agreement.

**1. Obligations of CITY**

CITY shall provide the LEAGUES, collectively, first priority reservation, after CITY scheduled activities and consistent with CITY policy on facility use, of athletic fields, park buildings and concession stands ("snack shacks") from August 1 through December 15 each year. These facilities will only be used for the purpose of regular soccer league meetings, practices and games including one tournament, not to exceed three days in length. CITY shall make the priority reservations for sports fields and buildings by July 1 of the prior year, and notify each LEAGUE of their availability. Any changes in the availability of the facilities compared to the prior year will be noted by CITY and shared with the LEAGUES.

CITY shall charge each individual LEAGUE for all permits for the fall season, from August 1 through December 15, in October. CITY shall charge each individual LEAGUE for all permits for the spring season, from December 16 through July 30 in April.

CITY shall facilitate a meeting with LEAGUES and all other youth Summer/Fall sports groups each July for the purpose of distributing the initial permits for the upcoming season and discussing topics relevant to the CITY's and LEAGUES' associated activities.

CITY shall provide an annual training session to LEAGUES, in combination with other youth sports leagues, regarding the proper care and maintenance of athletic facilities.

CITY shall notify each individual LEAGUE if permitted facilities are or will need to be closed for any reason during the season, and attempt to accommodate individual LEAGUE if possible, and provide alternate facilities if available.

CITY shall list each individual LEAGUE's contact information in the Department of Parks and Recreation Activity Guide.

CITY shall provide each individual LEAGUE up to 6 keys to each of the facilities that they have reserved.

CITY shall provide LEAGUES the use of a limited number of existing soccer goals, nets and storage tubes and shall provide LEAGUES an inventory of available equipment and its location.

## **2. Obligations of LEAGUES**

LEAGUES shall provide all activities and programs associated with the planning, organizing, scheduling and hosting of LEAGUE games, practices and associated activities at no cost to the City.

LEAGUES shall comply with all CITY facility use policies and provide facility maintenance in accordance with the Sunnyvale Department of Parks and Recreation's Athletic Facility Use Guide.

Each LEAGUE shall have the coordinator of its divisions/levels and its President and Vice-President in attendance at the annual athletic field maintenance training day conducted by the CITY.

Each LEAGUE shall leave all facilities used in the same or better condition than they were found on a daily use basis and shall not use facilities when they are designated "Closed" by the CITY.

Each LEAGUE shall make all special requests in writing, including but not limited to, requests for additional storage space, improvements and/or modifications of any kind to CITY facilities and the placement of banners advertising LEAGUES's activities.

Each LEAGUE must request permission in writing, to move any of the storage tubes or soccer goals from one permitted site to another and must return them to their original site at the end of the permitted time.

Specific times and dates reserved facilities are to be used by each individual LEAGUE will be determined by the LEAGUES, collectively, and reported back to the CITY by September 1 each year. Each LEAGUE shall provide written notice to CITY as early as possible each year, but no later than September 1, of the release of any permitted athletic field time or to request additional permitted athletic field time for the fall season, August 1 through December 15. The same notice shall be provided by April 1 for permitted athletic field time for the spring season December 16 through July 30.

Permits that are confirmed on or prior to September 1 for the fall season, and on or prior to April 1 for the spring season, will be subject to discounted rental fees of one dollar (\$1) per hour per field and two dollars (\$2) per hour per field when using lights. This fee will be reviewed annually and revised if warranted.

Any athletic field time that is requested after the September 1 deadline for the fall season, and after the April 1 deadline for the spring season, will be subject to all regular facility rental fees and reservation policies, according to the facility rental rate schedule in effect at that time. Payment for fields reserved after the deadlines shall be made directly with reservations staff at the time the reservation is made. One exception to the September 1 deadline will apply when an official extension of the season is warranted should a Sunnyvale team be qualified during the season to participate in regional or national playoffs and additional field time is required. In such cases, reservations should be made through the Recreation Coordinator responsible for sports programs.

Rental fees for park buildings shall be according to the facility rental rate schedule in effect at the time of the invoice.

LEAGUES are specifically prohibited from re-permitting any facility provided within this agreement to any other organization without first obtaining written approval from the CITY.

Each LEAGUE shall repair, replace or pay for damage to City facilities or equipment furnished by CITY, at the discretion of the CITY, if damage occurred during use by LEAGUE.

Each LEAGUE shall provide payment to the CITY within four weeks of receipt of the invoice. Fees paid for facilities not used due to conditions beyond their control shall be credited towards fees owed in the following year.

Each LEAGUE shall be responsible for storage, care, custody or control of its own equipment, materials or furnishings.

Each LEAGUE shall provide proof of non-profit status, and shall remain non-profit during the life of this agreement.

Each LEAGUE shall maintain a membership of at least 51% Sunnyvale residents for both players and Board of Directors. Each LEAGUE shall provide CITY with a roster each season, noting the residency of every player and board member, no later than September 1 each year. A request for a special exception to this requirement must be submitted in writing to CITY for approval if Sunnyvale residency of membership is below 51%.

Each LEAGUE shall utilize concession facilities ("snack shacks") only for the purpose of sale of concessions, food, beverages or merchandise and only during times the LEAGUE has permitted use of associated fields. As of December 16 each year, the facilities must be cleaned and all of the LEAGUE's possessions shall be removed.

Each LEAGUE shall reimburse cost to CITY to replace keys and re-key facilities under the use of LEAGUE, when necessary for security purposes.

The LEAGUES shall add new individual leagues as members of the group when it is determined by the CITY that the new league should be included as part of the group. This agreement will be adjusted as appropriate to accommodate the new LEAGUE.

### **3. Conflicts of Interest**

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement members of each individual LEAGUE shall not accept employment or an obligation which is inconsistent or incompatible with LEAGUES obligations under this Agreement.

### **4. Compliance with Laws**

a) Each LEAGUE shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin, or any other basis to the extent prohibited by federal, state or local law.

b) Each LEAGUE shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

### **5. Indemnity**

Each individual LEAGUE agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of such LEAGUE, its officers, employees, agents, LEAGUE subgroups or any officer, agent or employee thereof in relation to each LEAGUE's performance under this Agreement.

## **6. Insurance**

Each individual LEAGUE shall, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, as follows:

- (1) CITY shall be named as an additional insured in all insurance policies;
- (2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 5 above; and,

(b) Worker's compensation insurance and employer's liability insurance for all employees of Licensee.

## **7. CITY Representative**

The Director of Sunnyvale Parks and Recreation or his/her designee shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

## **8. LEAGUES Representative**

The Presidents of each individual league shall collectively represent LEAGUES in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of LEAGUES pertaining to the services

or materials to be rendered under this Agreement shall be coordinated through the representative of each LEAGUE.

## **9. Notices**

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY:                      City Manager  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707  
(408) 730-7480

To LEAGUES:                Renee McCain, President  
Sunnyvale American Youth Soccer Organization  
3283 Victoria Ave  
Santa Clara, CA 95051  
(408) 246-7416

Charles Kluz, President  
Sunnyvale Alliance Soccer Club  
927-B La Mesa Terrace  
Sunnyvale, CA 94086  
(408) 736-5588

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation or a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

## **10. Assignment**

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

## **11. Duration of Agreement**

This Agreement shall continue until such time as terminated in accordance with section 13 below.

## **12. Termination**

(a) If LEAGUES defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to LEAGUES.

(b) Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. If CITY terminates the Agreement; CITY shall reimburse LEAGUES for its expenses directly related to facility fees that were paid by LEAGUES for use that has not yet occurred. If LEAGUES terminate the Agreement; CITY shall reimburse LEAGUES for its expenses directly related to facility fees that were paid by LEAGUES for use that has not yet occurred, according to the CITY facility reservation cancellation policy in effect at the time of termination.

## **13. Entire Agreement; Amendment**

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

## **14. Miscellaneous**

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

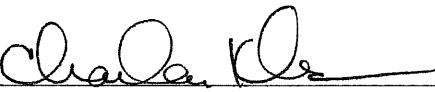
"LEAGUES" (various leagues)

Sunnyvale American Youth Soccer  
Organization

By   
Renee McCain  
President

\_\_\_\_\_  
City Attorney

Sunnyvale Alliance Soccer Club

By   
Charles Kluz  
President